**TENDER DOCUMENT**

**BRUHAT BANGALORE MAHANAGARA PALIKE**
**(B.B.M.P)**

**TENDER DOCUMENT FOR "Annual maintenance contract of Electrical crematorium including replacement of furnace coils, refractory materials and periodical cleaning of scrubbers using necessary spare parts, tools and skilled man power etc, complete at Wilson Garden Electric Crematorium in Hombegowdanagara Ward No 164" IN SOUTH ZONE OF BBMP, BANGALORE.**

| | |
|---|---|
| TYPE OF TENDER | : TWO COVER ITEM RATE |
| TENDER NOTIFICATION NO AND DATE | : EE/ELE/S/TEND/10/2023-24<br>Dated : 02-03-2024 |
| NAME OF THE WORK | : Annual maintenance contract of Electrical crematorium including replacement of furnace coils, refractory materials and periodical cleaning of scrubbers using necessary spare parts, tools and skilled man power etc, complete at Wilson Garden Electric Crematorium in Hombegowda nagara Ward No 164. |
| ESTIMATE COST( Rs.in Lakhs) | : 20.00 Lakhs |
| TENDER DOCUMENT AVAILABLE FROM | : 04-03-2024 |
| LAST DATE AND TIME FOR SUBMISSION TENDERS | : 11-03-2024 at 16.00 hrs |
| TIME AND DATE OF OPENING OF TECHNICAL TENDERS | : 12-03-2024 at 16.00 hrs |
| TIME AND DATE OF OPENING OF FINANCIAL TENDERS | : Financial Bid Will be Opened on after approval of Technical Bid. |

Executive Engineer

(Electrical)

SOUTH Zone
Bruhat Bangalore Mahanagara Palike

**BRUHAT BANGALORE MAHANAGARA PALIKE**

**Tender For The Work of** "Annual maintenance contract of Electrical crematorium including replacement of furnace coils, refractory materials and periodical cleaning of scrubbers using necessary spare parts, tools and skilled man power etc, complete at Wilson Garden Electric Crematorium in Hombegowdanagara Ward No 164." **IN SOUTH ZONE OF BBMP, BANGALORE**.

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**Executive Engineer (Ele)**
**SOUTH Zone**
**Bruhath Bangalore Mahanagara Palike**

**BRUHAT BANGALORE MAHANAGARA PALIKE**

BBMP/EE/ELE/South/TEND/10/2023-24

Office of the Executive Engineer (Ele),
South Zone, Jayanagar
Bruhat Bangalore Mahanagara Palike.
Dated: 02-03-2024

**INVITATION FOR TENDER ( IFT )**
**(Short Term Tender / Two Cover System)**
**( Through E-Procurement Portal only )**

**1.** Executive Engineer (Elect), South Zone, invites Tenders in accordance with KTPP rules 2000, from eligible contractors registered in Bruhat Bangalore Mahanagara Palike/KPWD/ CPWD/Railways/MES/National Highway or any other equivalent central/state government organizations on behalf of the commissioner, BBMP for Electrical work as detailed in the table. The bidders may submit their bids for works given in the table below through E-Procurement portal of the Government of Karnataka **(https://kppp.karnataka.gov.in/)** The bidders are advised to note the minimum qualification criteria specified in clause-3 of the ITT to qualify for award of the contract.(Standard Tender Document KW-4)

**2.** a. Tender documents may be downloaded from the e-procurement portal from **04-03-2024.**

b. Bids must be submitted online through the e-procurement portal on or before **11-03-2024 by 16:00 hrs**.

c. The Technical bids will be opened on **12-03-2024 at 16:30 Hrs**.

d. The Financial Bids will be opened on **13-03-2024 at : 11:30 Hrs**.

d. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be submitted online through web site **https://kppp.karnataka.gov.in/**

e. Tenders shall be opened on the web site **https://kppp.karnataka.gov.in/** in the office of the Executive Engineer ( Ele.), South Zone, BBMP Bangalore.

f. Aspiring bidders / contractors who have not registered in e-procurement portal should be registered before participating in this tender.

g. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.

h. All the information required for the bid must be uploaded in E-Procurement portal only.

i. For details of registration and e-payment of EMD, visit GOK e-procurement website **https://kppp.karnataka.gov.in/** or contact e-procurement helpdesk at 080-25501216,25501227.

| Sl No. | Ward No | Name of the Work | EST Cost (In Lakhs) | Earnest Money Deposit (Rs.) | Category | Cost of document (Rs.) | Period of completion | Class of Contract |
|---|---|---|---|---|---|---|---|---|
| 1 | 190 | Annual maintenance contract of electrical crematorium including replacement of furnace coils, refractory materials and periodical cleaning of scrubbers using necessary spare parts, tools and skilled man power etc, complete at Banashankari Electric Crematorium in Devagiri Temple ward at ward no 190. Call -2 | 16.00 | **40000.00** | Others | As per e-procurement portal | **365 Days** | Class II & Above |
| 2 | 164 | Annual maintenance contract of Electrical crematorium including replacement of furnace coils, refractory materials and periodical cleaning of scrubbers using necessary spare parts, tools and skilled man power etc, complete at Wilson Garden Electric Crematorium in Hombegowdanagara Ward No 164.Call -2 | 20.00 | **25000.00** | SC | As per e-procurement portal | **365 Days** | Class II & Above |

**S/D**
**Executive Engineer (Elec.)**
**South zone**
**Bruhat Bangalore Mahanagara Palike**

Tender Terms & Conditions

**1.** Qualifying requirements: The Tenderer shall have a Valid Electrical Inspectorate License.

**2.**The Tenderer shall furnish documents like work completion certificate duly certified by the Competent Authority not below the Rank of Executive Engineer and turnover certificate issued by charted accountant minimum of turnover not less than the Estimate amount in any two years between 2018-19 to 2022-23 along with Technical Bid as per the Bid document KW 1.

**3.**The work completion Certificate shall specify the nature of work, items and quantity of work executed and the date of completion of work as detailed in Tender Documents.
**4.**The Tenderer shall compulsorily upload the valid and present Certificate copies of PAN &GST NO.
**5.** The tenders will be opened on the due date and time of opening as indicated in the tender document.
**6.**It is stipulated that, if "The rate/amount quoted by the Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the Difference Amount through such means as prescribed by prevailing rules of government of karnataka, in favour of Executive Engineer (Elec) South zone at the time of Agreement. This Difference Amount will be returned after Satisfactory completion of the work without Interest. Failure to comply with this condition, the tender shall be rejected".

**7.** It is Stipulated that, For any Specialized work or other works to be specified or as per prevailing rules, Intending tenderer shall have required work qualification of **"Executing similar nature of single work of 50% of Estimate value of this work, involving execution of specified items of work"** and as proof tenderer shall upload work done certificate issued by officer not below the rank of Executive Engineer.

**8.**As per the Standard tender document KW1 and also Commissioner order No: CE(TVCC&PPED)PR/18/2012-13 Dated:19/01/2013 the bidder shall remit 5% of Security deposit through such means as prescribed by prevailing rules of Government of Karnataka, in Favour of Executive Engineer (Ele) South at the time of agreement.

**9.** The tenderer may obtain further clarifications/information in respect of the tender documents at the office of The Executive Engineer – Electrical, South Division, BBMP, 9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore – 560 011.
**10.**The tender accepting authority shall have the power to accept or reject any tender without assigning any reason thereof.

**11.**While carrying out electrical works the tenderer shall carry out the works through qualified personnel& in consultation with BESCOM for line clearance etc. In the event of any mishap or accident tenderer is held solely responsible and shall indemnify BBMP in this regard.

**12.** The Fittings & other accessories proposed to be used in the work shall be got approved by the competent authorities before taking up the work. The indicated quantities are subject to variation as per prevailing rules.

**13.**The successful tenderer shall paint on the fitting & switches, firm name, ward no date/month & year of fixing the fittings & switches etc.,

**14.**The contractors blacklisted in Govt/Quasi/Govt/Boards/BBMP etc., are not eligible to participate in this tender, if any the tenders of such tenderer shall be rejected.

**15.** No Joint Venture/Consortium is permissible.

**16**. Conditional Tenders will not be accepted.

**17.** The Contractor has to make own arrangements for procurement of all materials required for the work. There is no departmental supply of materials or mobilization funds. Contractor should procure materials with BIS or other relevant standards & obtain necessary quality control certificates from authorized quality control authority.

**18.**Sub-letting of work is prohibited.
**19**. Any Corrigendum/Modification will be notified in the e-procurement portal only.

**20.**As per Government order No. LD 300/LET/2006, Dt: 18-07-2007 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.

**21**.Necessary Taxes and other deductions shall be made from contractors Bills.

**22**. The successful bidder has to execute an agreement with BBMP with in stipulated period, failing which his tender shall be rejected.

**23.**The work shall be commenced with all earnestness as notified, failing which, it shall be presumed that the tenderer is not interested in the work and action shall be taken to get the work executed through alternate agency at the risk and cost of the tender.

**24.** The BBMP reserves the right to accept/reject any or the entire tender's without assigning any reasons.
25. Any other details regarding the works & other information can be obtained from the above office during office hours.\
26. Tender documents may be download from the Website **https://kppp.karnataka.gov.in/**
**27**. Not withstanding any thing contained herein, prevailing rules of GOK and clauses of appropriate standard tender documents shall also applicable along with conditions specified herein.
**2**8. The Tender of successful bidder shall be rejected if,

a. Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
b. Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failure etc.: and/or
c. Participated in the previous tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification. Such Tenderer shall be rejected.

**2**9. The tenderers shall note that, In Labour / Manpower oriented Items of any of the above tender, If " The rate quotes by the tenderer is less than stipulated schedule rates, such tenders shall be rejected."
30. Item Rates mentioned in Tender schedule are Indicative only, however, Tender shall quote his/her rates considering prevailing statutory taxes and duties.
31. The tenderer after becoming successful bidder if elected to withdraw from the tender then, EMD submitted by him for the subject work shall be forfeited and his bid shall be rejected. Further he shall not be eligible to participate in the future tender for the same work.
32. The tenderer shall ensure his eligibility to participate in the tender as per specified tender qualification criteria. Submitting tender without possessing minimum required tender qualification as per tender document shall lead to forfeiture of EMD submitted by him for the subject work and his bid shall be rejected .
33. SR Rates are Exclusive GST. Approved Rates are including GST.

**Copy to:**

1. Copy Submitted to the Chief Commissioner for kind information
2. Copy submitted to the Spl. Commissioner (Project) for kind information
3. Copy submitted to the Engineer-In-Chief, for kind information.
4. Copy submitted to the Zonal Commissioner (South Zone) for kind information.
5. Copy to the CE (South Zone) for kind information.
6. Copy to the SE (Ele) for kind information.
7. Copy to the Public relation officer, BBMP for kind information and to publish in Leading News papers.
8. Copy to the information officer, BBMP for kind information and to publish in Website Along with soft copy.
9. Copy to the DCF (South Zone) BBMP for kind information.
10. Notice board.
11. Office copy.

Executive Engineer
Electrical Division, South Zone,
Bruhath Bangalore Mahanagara Palike

## SECTION - I

## Instructions to Tenderers (ITT)

**1.0 Scope of Tender**

**1.1** Executive Engineer (Ele) SOUTH ZONE, invites Tenders in accordance with KTPP rules 2000, From eligible tenderers, for the work of Annual maintenance contract of Electrical crematorium including replacement of furnace coils, refractory materials and periodical cleaning of scrubbers using necessary spare parts, tools and skilled man power etc, complete at Wilson Garden Electric Crematorium in Hombegowdanagara Ward No 164.of BBMP as detailed in Appendix "B . The tenderers may submit tenders for any or all of the works detailed in Appendix "B.

**2.0 Eligible Tenderers**

**2.1** The Bidder shall have a valid Electrical Inspectorate License and shall be a registered electrical

Contractor of appropriate class with Bruhat Bangalore Mahanagara Palike / KPWD/ CPWD/ Railways/ MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

**2.2** Tenderers shall not be under declaration of ineligibility for corrupt and fraudulent practices

Issued by the Government of Karnataka

**2.3** Tenders from Joint ventures are not acceptable.

**3.0 Qualifying Criteria**:

**a)** The Bidder shall have a valid Electrical Inspectorate License and Shall be a registered electrical contractor of appropriate class with Bruhat Bangalore Mahanagara Palike/ KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organisation in India. A copy of the 'valid Electrical license' shall be furnished along with the bid.

**b)** To qualify for award of this contract, each tenderer in his name should have Turnover in the **last five years (i.e.** 2018-2019 to 2022-2023**) achieved in at least One financial years an average annual financial turnover of not less than the estimated cost of the work.**

**c)** The Bidder should have satisfactorily completed AS A PRIME CONTRACTOR single work of "**Executing similar nature Single work of Annual maintenance of Electrical Crematorium work of 25% of Estimate value of this work, in any one of the previous five financial years (i.e.** 2018-2019 to 2022-2023**)**. in BBMP/KPWD/CPWD/Railways/MES/BDA/any other equivalent state/central government organizations in India. As a proof, the Bidder shall upload performance certificate issued by the officer not below the rank of Executive Engineer of the organization.

**d)** The Bidder shall register with labour department, Employees provident fund (EPF), and Employees state insurance (ESI). If exempted from registering under EPF and ESI, for the same an affidavit shall be submitted. The entire relevant documents shall be produced before executing agreement, failing which the tender shall be rejected.

**e)** The Bidder shall upload scanned copies of PAN Card, GST registration certificate along with technical bid.

**f)** Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = ( A*N*2.5 - B )

Where

A = Maximum value of works executed in any one year during the last five years (updated to 2018-2019 to 2022-2023 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at price level, of existing commitments and on-going works to be completed during the next 6 Months (period of completion of the works for which Tenders are invited)

4.0 Tender document

The Tender document consists of :

I Technical Bid:

i. Section - 1 : Tender notification (IFT)
ii. Section - 2 : Instructions to Tenderers(ITT)
iii. Section - 3 : General conditions of contract (GCC)
iv. Documents/Schedules to be furnished by the bidder
    a. Form of Tender
    b. Letter of confirmation of Pre- tender visit
    c. Qualification Information
    d. Letter of Acceptance
    e. Notice to proceed with the work.
    f. Agreement form.

**II Financial bid** – incorporating 'Schedule-B' (Schedule of rates)

**5.0 Tender prices.**

**5.1** The contract shall be for the complete works. The Bidder shall complete the Tender and the price Schedule indicated in part II '**Schedule-B'** furnished in the Tender documents.

**5.2** Items of Works for which no rate or price has been entered in will not be paid for by the BBMP and shall be deemed covered by other rates and prices in the Contract.

**5.3** All duties, taxes, and other levies shall be payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Bidder.

**5.4** The tenderer shall ensure his eligibility to participate in the tender as per specified tender qualification criteria , Submitting tender without possessing minimum required tender qualification as per tender document shall lead to forfieture of EMD submitted by him for the subject work and bid shall be rejected .

**6.0 Validity of tenders**:

The Tenders shall be valid for a period of **180 days** from the date of opening. Tenders valid for a shorter period are liable for rejection by BBMP without any correspondence in this regard.

In exceptional circumstances, prior to expiry of the original time limit, BBMP may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. However, EMD of bidders who may refuse to extend the validity period shall not be forfeited. A Bidder agreeing to the request shall not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension.

**7.0**. **Earnest Money Deposit (EMD)**:

All the bids must be accompanied by an EMD amount indicated in IFT/Appendix-B for each package, which has to be paid online through E-procurement portal.

**8.0 Pre-tender site visit**: As these works will be taken up at SSMRV collage Jayanagara 4T block Bangalore.

**9.0** Tender documents may be download from the Website https://kppp.karnataka.gov.in/#/portal/portal-home

**10.0** The Bidder may obtain further clarifications/information in respect of the tender document from

the Office of the Executive Engineer(Ele.) SOUTH Zone, BBMP during office hours.

**11.0** BBMP is not responsible for not getting internet connection while downloading / uploading the

Electronic bids/ documents.

**12.0** The bids shall be strictly as per the formats and terms and conditions specified in the tender

Documents. Lump sum tenders will not be considered. Separate tenders shall be submitted for

Each package.

**13.0** BBMP reserve the right to cancel or withdraw or modify the bid without assigning any reasons.

Such decision shall not incur any liability whatsoever on the part of BBMP consequently.

**14.0 Deadline for submission of tender**:

Tenders must be submitted online through KPP portal within the due date for submission as mentioned in the KPP portal (viz.., https://kppp.karnataka.gov.in/#/portal/portal-home.) BBMP at its discretion may review the various terms and conditions of tender and extend the deadline for submission of tenders by issuing an amendment in KPP portal.

**15.0** Tenders must be electronically submitted (on-line though internet) within the due date and time Published in e-procurement portal. Tenders shall be opened at prescribed time and date in the KPP portal, in the presence of the Bidders who wish to attend at the Office of the Executive Engineer(Ele.), SOUTH Zone BBMP.

**16.0** The Bidders are required to upload both technical bids and financial bids through KPPP portal only.

**17.0** The bids shall be opened on the due date and time of opening as indicated in the KPPP portal.

**18.0 Rejection of tenders**:-

**18.1** BBMP reserves the right to accept or reject any Tenders, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without assigning any reasons, thereby without Incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BBMP's action.

**18.2** Bidders to note that, If the rates quoted for any item/items is/are unreasonably varying in comparission with the estimated rates by + (High) / - (less ) 25% ( Twenty five percent ) , then Employer reserves the right to Rationalise entire tender quoted rates in accordence with overall quoted tender premium which shall be binding on the tenderer, failing which the tender shall be rejected.

**18.3** The tenderer after becoming succesfull bidder If elected to withdraw from the tender then, EMD submitted by him for the subject work shall be forfited and his bid shall be rejected .Further he shall not be eligible to participate in the future 2 successive tender for the same nature of work.

**19.0** Further, BBMP reserves the right to reject any Tender if,

a) At any time, a material misrepresentation is made or discovered
b) The bidder does not respond promptly and diligently to requests for supplemental information Required for evaluation of the tender.

**20.0** Tenders which are not compliant with the tendering conditions and tenders with incomplete information shall be liable for rejection.

**21.0** Any tender not containing sufficient descriptive material to describe accurately the qualification information may be treated as incomplete and hence liable to be rejected.

**22.0** Oral statements made by the bidder at any time regarding the quality, quantity or any other matter will not be considered.

**23.0** The tenders will be opened by the 'Engineer/Authority of BBMP', in the presence of the bidders or his authorised agents (who would have taken prior permission of BBMP in writing for deputing of such authorised person).

**24.0 Examination of Tenders and determination of responsiveness**

**24.1** Prior to the detailed evaluation of Tenders, BBMP will determine whether each Tender;

(a) has been properly submitted and
(b) is substantially responsive to the requirements of the Tender documents.

**24.2** A 'substantially responsive' Tender is the one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one

(a) which affects in any substantial way the scope, quality, or performance of the contract;
(b) which limits in any substantial way, inconsistent with the Tender documents, the BBMP's rights or the Tenderer's/Bidder's obligations under the Contract; or
(c) Whose rectification would affect unfairly the competitive position of other Tenderer's /Bidder's presenting 'substantially responsive' Tenders.

**24.3** If a Tender is not 'substantially responsive', it will be rejected by the BBMP, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**25.0 Correction of errors**

**25.1**. Tenders determined to be substantially responsive will be checked by BBMP for any arithmetic Errors. Errors will be corrected by BBMP as follows:

**(a)** Where there is a discrepancy between the 'rates' in 'figures and in words', the lower of the two will govern; and

**(b)** Where there is a discrepancy between the 'unit rate' and the 'item total' resulting from multiplying the 'unit rate' by the quantity, the 'unit rate' as quoted will govern.

**25.2** The amount stated in the Tender will be adjusted by the BBMP in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance.

**25.3** Tenders not complying with these conditions are liable for rejection.

**26.0 Process of Tender for technical evaluation**

**(a)** The bidder should have met the pre-qualifying requirement (both financial & technical) as specified in **clause no. 3 of Tender ITT** of the Tender document.
**(b)** The Tender submitted shall be as per all the terms, conditions and technical specifications indicated in the Tender document.

**Process to be confidential**

**(c)** Information relating to the examination, clarification, evaluation and comparison Tenders and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of work to the successful Bidder has been announced. Any effort by a Bidder to influence BBMP's processing of Tenders or award of decisions may result in rejection of his Tender.

**27.0 Evaluation and comparison of Tenders**

**27.1** The BBMP will evaluate and compare only the Tenders determined to be 'substantially responsive as detailed earlier.

**27.2** In evaluating the Tenders, the BBMP will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) making any correction for errors pursuant to **Clause 25 (Correction of errors**); and
b) making appropriate adjustments to reflect discounts or other price modifications offered

**27.3** The BBMP reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirements of the Tender document.

**27.4** The substantially responsive tender with lowest evaluated total price will be considered for award of contract as per the Terms and conditions of the Contract.

**28.0 Disqualifying tenders**

Bidder should upload the Tender documents as per the instructions and specification mentioned in the KPP portal, failing which the tender shall be disqualified.

**29.0 Award of Contract**

The BBMP will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the terms and conditions of Tender documents and who has offered the lowest evaluated Tender Price, provided that such Bidder has been determined to be qualified in accordance with the provisions of **Clause 3 of ITT (Qualifying Criteria**) of tender Document.

**30.0 Notification of LOI and signing of Agreement**

**30.1**. The Bidder whose Tender has been accepted will be notified for the award by BBMP prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of intent") will state the sum that BBMP will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**30.2** The "**letter of intent**" shall constitute the intimation of acceptance of the Contract.

**30.3** The Agreement shall incorporate all agreements between the BBMP and the successful Bidder. The Successful Bidder shall enter in to agreement within 20 days from the date of intimation. Failing which it is presumed that, the Bidder has no interest in the tender and the work will be awarded to other eligible bidder forfeiting the EMD submitted by the defaulted Bidder.

**30.4.** The successful bidder shall submit 5% of approved tender amount as **performence security deposit** through such means as prescribed by prevailing rules of government of Karnataka in favour of "**The Commissioner, BBMP"** within 20 days from receipt of Letter of Acceptance.

**31.0 Difference of cost**

**31.1** The following conditions are stipulated are also applicable to this tender: "The rate/amount quoted by the successful Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the Difference Amount through such means as prescribed by prevailing rules of government of karnataka, in favour of Executive Engineer (Elec) SOUTH zone, BBMP, at the time of Agreement. This Difference Amount will be returned after Satisfactory completion of the work without Interest. The Successful bidder shall extend the validity of submitted security instruments at his own cost, if the contract period is extended. Failure to comply with this condition, the tender shall be rejected and EMD amount shall be forfeited". The Difference amount shall be released **ONLY** after termination of the contract.

**31.2** Failure of the successful Bidder to comply with the requirement of the tendering conditions shall Constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the BBMP may make the award to the next lowest evaluated Bidder or call for new tenders.

**31.3** Upon award of tender to the successful Bidder, the BBMP will promptly notify the other Bidder that their Tenders have been unsuccessful.

**32.0** The Bidders with "Qualifying requirements" are only eligible to submit the tenders. All the certificates/documents as prescribed for qualifying requirements shall be part of the bid.

**32.1** Even though the Bidder/Tenderers meet the above criteria, they are subject to be disqualified if they have:

**a)** made misleading or false representations in the forms, statements and Attachments submitted in proof of the qualification requirements; and/or

**b)** record of 'poor performance' such as abandoning the works, not properly

completing the contract, inordinate delays in completion, litigation history, or financial failures etc. and/or

**c)** participated in previous tenders for the same work and had quoted unreasonably high/low tender prices and could not furnish rational justification.

**32.2** In the event of the information furnished by the bidders is found to be False at any stage of tendering , BBMP at its discretion may take action against such bidders and forfeit the bid security, disqualifying the offer of such bidders and Blacklist the firm. In the event of the information furnished by the bidder is found to be False during the execution stage, then BBMP at its liberty may take action to cancel the Contract, besides forfeiting the performance guarantee and blacklist the firm recovering the losses and levy liquidated damages.

**33.0** If the Bidder is not a resident of Bangalore, where the present works are proposed, the Bidder should provide information on how he will be organising the requirements of the contract

**34.0** The Successful Bidder should arrange necessary men, materials, etc within the 15 days of receipt LOA. If the bidder fails to arrange these, L1 Bidder's tender will be terminated and his EMD will be forfeited.

If L2 bidder is willing to do the maintenance of that respective package can execute and complete the work at the accepted tender rate irrespective of the cost of the work

**36.0** Successful Contractor who is not registered in BBMP shall register with BBMP before entering in to Agreement for this particular Contract failing witch the tender shall be rejected.

## SECTION - 2

## General Conditions of Contract
## A - .GENERAL

**1.0 Definitions**

Terms which are defined in the tender and also defined in the Conditions of tender keep their defined meanings. Bold letters are used to identify defined terms.

"**Agreement"** shall mean the contract agreement which shall be executed within 20 (Twenty) days from the date of Letter of Intent (LOI).

**"Applicable law"** shall mean all the laws in force and effect as on the date of Tendering process and period of contract and which may be promulgated or brought into force and effect hereinafter in India including judgement, decrees, injunctions, writs or orders any court record, a may be in force and effect during the subsistence of the Agreement and applicable to the Contractor under the scope of the works of the Contract.

"**Approved"** shall mean the written approval of the "Authority".

**"Authority"** shall mean the officer in charge of the Work in BBMP.
**"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender based on the quantities.

**"Commissioning"** shall mean the first regular operation for commercial use.

The **"Contract"** is the contract to be made between BBMP and the Contractor for Work.

i) Bidders tender including all the communications like, the letter of clarifications, minutes of meetings, etc.,
ii) All literature, materials, data and information given by the bidder along with his tender subject to approval of the BBMP (authorised officer of BBMP).
iii) Any other terms and conditions of the documents/specifications and special terms, etc.

The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the BBMP.

The **"Contract Data"** defines the documents, drawings, and other information which comprise the Contract.

The **"Contract Period"** the contract is valid for a period of 45 days the date of award of contract (work order).

The **"Contract price"** is the lump-sum price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Day** means calendar day; **Month** means calendar month.

**"Drawing"** means the drawing referred to in the Tender documents and Contract and any modification of such drawings approved in writing by the Engineer/Authority or such other drawings as from time to time be furnished and/or approved by the Engineer/Authority.

The **"Engineer/Authority"** is the designated officer by BBMP.

**"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to carry out the Works.

**"Materials"** are all supplies, including consumables, used by the contractor for incorporation in the Works.

The **"Site"** is the area defined as such in the Contract Data.

**"Specification"** means the Specification of the Works included in the Contract and any modifications or additions made or approved by the Engineer/Authority.

The **"Start Date"** is the date of award of work (Work Order)

**"Tenderer/Bidder"** means the person or persons, firm or company submitting the Tender for the works.

A **"Variation"** is an instruction given by the 'Engineer/Authority' which varies the Works.

**2.0 Construction of contract**

The TENDER shall in all respects be construed and operate as a contract as defined in the Indian Contract Act 1872 and all payments there-under shall be made in Rupee unless otherwise specified.

**3.0. Governing Law and Jurisdiction**

The contract agreement shall be governed by laws of India and courts of the Bangalore District Head Quarters will have jurisdiction relating to all matters arising from this contract agreement.

**4.0 "Engineer's/Authority's" decision**

In respect of all matter, including the granting or withholding of certificates, the BBMP shall if required shall, give the decisions in writing. In all matters of difference of opinion in respect of the contract, the decision of the concerned Engineer of the BBMP shall be final and acceptable to the tenderer. The BBMP officer in charge who will be in-charge for this work will be the "Engineer" or "Authority" for the purposes of decisions/execution of this contract.

5.0 Notices: Notices for the BBMP Authority, or the Contractor may be served through E-mail/Whats app only.Which you are officially furnished before signing into the agreement. Any notice sent by E-Mail/Whats app shall be deemed to be served at that date and time.

**7.0 Regulations of local authorities**

**7.1** The BBMP shall, throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain consents, way-leaves, approvals and the permissions required in connection with the regulations and bye-laws of the local or other BBMP offices which shall be applicable to the works.

**7.2** All works shall be executed in accordance with the Indian Electricity Rules as in force from time to time, wherever they are applicable unless otherwise agreed to in writing by the BBMP

**8.0 Certificates not to affect rights of the BBMP or contractor**

No certificates of the BBMP on account, nor any sum paid on account, nor any extension of time for the execution of the works by the Contractor under the contract shall affect or prejudice the BBMP against the Contractor relieve the Contractor of his obligations for the due performance of the contract or be interpreted as approval of the work done or the materials supplied and no certificate shall create liability on the BBMP to pay for alterations, amendments, variations, or additional work not ordered in writing by the BBMP, or payment of damages whether due ascertained or certified or not or of any claim against the payment of which he is bound to indemnify the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the BBMP.

**10.3 Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. the Contractor shall, if required by the BBMP, deliver to the BBMP a return in detail, in such form and at such intervals as the BBMP may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as may be required by BBMP.

**11. Compliance with labour regulations**

i) During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority or as by BBMP Act.

ii) The Contractor shall keep the BBMP indemnified in case any action is taken against the BBMP by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulations or notifications including amendments. If the BBMP is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, BBMP shall have the right to deduct any money due to the Contractor including his amount of Difference of cost deposit and Security Deposit. The BBMP shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the BBMP.

iii) It will be the responsibility of the contractor to obtain separate code for deposit of PF dues, if applicable, with the concerned PF authority directly.

iv) The employees of the Contractor in no case shall be treated as the employees of the BBMP
at any point of time.

**15.0 Mishaps and accidents during contract period**

**15.1** The contractor alone shall be responsible for any unforeseen incidents, mishaps, accident to the employee's appointed/engaged and general public during the period of contract and they shall be covered by adequate compensation through insurance cover.

BBMP is not responsible for any Electrical accident/mishap. A copy of the 'insurance cover note' covering risk of accident, etc., for the proposed employees shall be given by the contractor as part of his first payment claim. The bidder shall arrange/secure and maintain insurance of personnel employed as may be necessary and for all such amounts to protect his interest and the interests of the BBMP against all risks as detailed herein. The form and limit of such insurance, as defined herein together with the under writer thereof in each case shall be such that these are acceptable to the BBMP. However in respect of such acceptance, responsibility to maintain insurance at all times till the completion of the contract shall be that of the bidder alone. The bidder's failure in this regard shall not relieve him of any of his contractual responsibility and obligations.

**16.0 Practising of Safety Aspects & Rules and cleaning of place of work**

i) Safety precautions and personal protective equipments for painting works shall be used with respect to respiratory protection and fire Protection.
ii) Valid certificate of testing and inspection by competent person for the lifting machines and tackles in use shall be available with the Contractor on the work.
iii) Adequate fire safety precautions and electrical safety precautions shall be ensured throughout the contract period.
iv) The Contractor shall at all times keep the site free from the accumulation of waste material and debris and upon completion of work shall clear away and dispose off all the surplus materials rubbish and temporary works of whatsoever nature and kind as directed by the Engineer and shall leave the works and the site clean and tidy. The contractor shall be responsible for taking all the safety precautions during construction and for keeping the site safe at all times. At the end of each working day and at all times, when the work is temporarily suspended he shall protect all material, equipment and facilities from damage.
v) All types of liabilities and responsibilities towards any damage, accident or death of the contractor's employee or any outsider the whole responsibility rest on Contractor and BBMP has no role to play.
vi) The contractor has to check earthing value at all the poles, Panel board and high masts etc., at every six months time interval.
vii) Due to negligence of contractor if any serious complain arise and any supervisor has to stay on the site to resolve this complain than penalty will be levied as decided by BBMP.

**17.0** Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor demise during contract period BBMP shall have the option of terminating the contract without compensation to the contractor. However, in the case of the death of a contractor after executing the agreement/commencement of the work, his legal heir or if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rate irrespective of the cost of the work.

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**18.0 Disputes during contract period**

18.1 Tenders with a stipulation for a settlement of dispute by reference to arbitration will not be entertained and
will be summarily rejected.

18.2 Any dispute, difference or controversy of whatever nature between BBMP and Contractor, howsoever arising under out of or in relation to the contract agreement shall in first instance be attempted to be resolved amicably between the parties.

18.3 Any dispute between the staff employed by the contractor and the contractor shall be amicably settled-as per the prevailing labour law. The BBMP is not responsible to intervene /solve the dispute. However, if for the reason of the said dispute results in stand-off/slow down of work etc, the BBMP reserves the right to terminate the contract and forfeit the security deposit.

18.4 Any dispute, difference or controversy of whatever nature between BBMP and Contractor, howsoever arising under out of or in relation to the contract agreement shall subjected to jurisdiction of courts with in bangalore city.

**19. Breach of contract**

Any breach of contract during the period of contract will result in termination of the contract and forfeiture of the security deposit. In case if it is found that the facilities/works are used for unlawful purposes and for the purpose other than the one mentioned else in the tender document, the contract would be terminated, the security deposit will be forfeited and the "Contractor" will be blacklisted from the participation in any Govt. / Quasi-Govt / municipality's all types of works.

**20. Termination**

**20.1** BBMP may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

along with block listing the firm.

**21.0. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the BBMP shall prepare bill for the value of the work done less advance payments, if any, received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the BBMP exceeds any payment due to the Contractor the difference shall be a debt payable to the BBMP.

**23. Corrupt or Fraudulent practices**

The BBMP requires that the Bidders/contractors observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy of GOK, the BBMP.

a) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Shall declare a firm ineligible , either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BBMP contract.

## 24. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation including safe disposal of released material. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

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## C - QUALITY CONTROL

## 26.0 Quality of materials and services

The Bidder should use the ISI standards Materials and as per technical specifications of this tender document and the make/brand shall be of 'Class A' category specified in KPWD SR and shall conform to relevant IS. The services shall be of the best and most substantial so as to ensure satisfactory operation of the system.

## D - COST CONTROL

**27.0 Quantities of works:** As per Schedule B

**28.0 Price variation:** The item rates quoted by the Bidder shall be 'firm' for the duration of the Contract and shall not be subject to adjustment on any account.

**29.0** Total 5 % of Performence security and the difference Amount shall be repaid without any interest after successful completion / termination and due verification of the contract.

**31.0** Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

**32.0.** Taxes and duties: The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The taxes and duties as per applicable law will be deducted at source by BBMP.

## SECTION 3

## 1.Form of Tender

Description of the Work
……
……

Tender
To : _____
Address : _____
_____ [14]
GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].[15]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:
_____

Name of Tenderer _____

Address: ----------
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**2. <u>Letter of confirmation of pre-tender visit</u>**

<u>(On letterhead of the Tendering company</u> ,shall be scanned and uploaded<u>)</u>

Date:

To

Executive Engineer (Elect)
..... Z
Bruhat Bangalore Mahanagar Palike

Sub: .....
Ref: Your Tender Notification No: ..... Dated: .....

* * * *

Sir,

Yours faithfully,

## 3.Qualification Information

### Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of works executed and payments received in the last five years (in Rs. Lacs)

2018 – 19 _____

2019 - 20 _____

2020-21_____

2021-22_____

2022-23_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

| Project Name | Name of Employer | Descrip-tion of Work | Contract Number | Value of contract Rs. Lakhs | Date of issue of work order | Specified period of completion | Actual date of completion | Remarks explaining reasons for delay in completion of work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

| Description of Work | Place & State | Contract No. & Date | Name and Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works remaining to be completed (Rs. lakhs) | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |

-

**4. Letter of Acceptance**

(letterhead paper of the Employer)

_____[date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Tender Clauses is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 30.4 and 31.1 of ITT for an amount of Rs.——————— as performance Security and Tender difference Cost (If any) of Rs..... within 20 days of the receipt of this letter of acceptance i.e. up to ..... and sign the contract, failing which action as stated in Para 31.2 of ITT will be taken.

**Yours faithfully,**
**Authorized Signature**
**Name and Title of Signatory**
**Name of Agency**

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**5. Issue of Notice to proceed with the work**

_____(letterhead of the Employer)

———— (date)

To

————————————————— (name and address of the Contractor)

————————————————

————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 30.4 and 31.1 and signing of the contract agreement for the construction of ——————— [19]a

Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory authorized to sign on behalf of Employer)

## 6. Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____
_____[name and address of Employer]
(hereinafter called "the Employer") of the one part and _____
_____
_____[name and address of contractor]
(hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____
_____
_____[ name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
    i) Letter of Acceptance;
    ii) Notice to proceed with the works;
    iii) Contractor's Tender;
    iv) Contract Data;
    v) Conditions of contract (including Special Conditions of Contract);
    vi) Specifications;
    vii) Drawings;
    viii) Bill of Quantities; and
    ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

_____
in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____